

# EXHIBIT 10



7260 W. Azure Dr, #140 Ste., Las Vegas, NV 89130, +1-844-4-ADTRADR, www.adtradr.com

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## **ADTRADR CORPORATION AD SUPPLY AGREEMENT**

This Agreement is between AdTradr Corporation, a Nevada Corporation registered at 7260 W. Azure Dr. #140, Ste 1030, Las Vegas, NV 89130, USA ("AdTradr") and \_\_\_\_\_ with offices at \_\_\_\_\_ ("Company"), collectively referred to as the "Parties" for the purpose of this Agreement.

ADTRADR AND COMPANY HEREBY AGREE AS FOLLOWS:

### **1. TERM**

The "Term" of this Agreement begins on \_\_\_\_\_ and ends when terminated in accord with Section 8.2.

### **2. ADTRADR SERVICE**

"Service" means the AdTradr Supply Side Platform that enables sellers (e.g., publishers, ad networks, app developers) to sell inventory and receive advertisements for display on their digital properties and any related services provided to Company by AdTradr. AdTradr will use commercially reasonable efforts to provide the Service to Company as set forth in this Agreement. AdTradr will use commercially reasonable efforts to fill each impression according to market conditions at the time but cannot ensure that every impression or category of impressions will be filled at all or filled at a certain price.

### **3. LICENSE TO USE SERVICE**

#### **3.1. Grant**

During the Term, AdTradr grants to Company a non-exclusive, non-transferable, non-sublicensable right to use the Service as described in this Agreement. This Agreement applies to Company's use of the Service for itself and on behalf of any Company clients.

#### **3.2. Limits**

As between AdTradr and Company, AdTradr owns all rights, title and interest in and to the Service, including future developments and enhancements. Aside from the license granted immediately above, AdTradr does not grant Company any other license, expressed or implied. AdTradr reserves all rights not expressly granted hereunder, including the right to continually evolve the Service and all related technologies. Company agrees not to reproduce, distribute, modify, prepare derivative works of, translate, reverse engineer, reverse compile or disassemble the Service or any portion thereof. Under no circumstances may Company use the Service for benchmarking, gathering data on the performance of the Service or AdTradr systems or competitive intelligence. Company will not use any automated means (e.g., scraping and robots) to access, query, or otherwise collect AdTradr-related information from the Service or from any website owned or operated by AdTradr or a site that displays AdTradr advertising.

### **4. USE OF DATA**

#### **4.1. Advertiser Information**

Company may have limited access to information about buyers in the Service, including but not limited to their bidding activity. Such information will be available after a written notice submitted by Company. Company will only permit Company employees who are directly involved in using the Service to access such information, will only use this information for the purpose of selling inventory through the Service, and will treat such information as Confidential Information.



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#### **4.2. Service Data**

Aside from the buyer information described above, each party may use the data generated by Company's use of the Service as follows. Company may use such data for any business purpose provided that (a) (i) it complies with its privacy policy and (ii) it does not disclose data that describes or reflects the performance of the Service (or any other AdTradr services) to third parties except service providers who are under confidentiality restrictions. AdTradr may use such data (b) (i) internally for any business purpose and (ii) externally if such data are aggregated with other AdTradr client data such that third parties cannot attribute the data to Company. Company acknowledges that other participants on the Service may have access to information related to Company (e.g., buyers have access to information about the inventory they purchase, including the URL and price paid, and sellers have access to information about the advertisers who purchase their inventory).

#### **4.3. Performance Data**

Company is entitled to receive data related to the performance of its ad properties (including impressions, clicks, CTR, CPM and revenue), updated on a daily basis and made available through AdTradr's Client Reporting Interface. Access to AdTradr's Client Reporting Interface will be granted upon completion of the tag implementation.

### **5. AD INVENTORY SPECIFICATIONS**

**5.1.** Company's inventory will meet the IAB's Ad Inventory Specifications and Company will follow AdTradr's standard technical specifications. Company shall also comply with the AdTradr Terms (located at <https://adtradr.com/terms-publishers.html>), the "Terms". If AdTradr posts updated Terms during the Term of this Agreement, Company will be expected to comply with the updated Terms.

**5.2.** Company will use commercially reasonable efforts to ensure that an End User gives consent to the storing and accessing of cookies and other information on the End User's device in connection with the Services where such consent is required by law.

### **6. COMPENSATION**

**6.1.** Provided that Company is not in breach of this Agreement, AdTradr will pay Company an amount related to the monies retained by AdTradr in connection with advertisements displayed on Company's inventory, as such compensation is determined by AdTradr for participants in the Service. AdTradr's impression counts and record of the price per impression will be decisive. AdTradr will make such payment to Company within twenty-five (25) days of the end of each calendar month. Payment will be made in US dollars. Except for taxes on AdTradr's income, Company is responsible for paying all applicable sales, use or other taxes or duties, tariffs, etc. applicable to the Service. AdTradr may hold any payment until the cumulative amount owed to Company totals at least one hundred US dollars (\$100). Under certain circumstances, AdTradr may withhold international wiring fees from the final amount paid to Company.

### **7. COMPLIANCE**

**7.1.** Each party will comply with all applicable laws and regulations (AdTradr as to its provision of the Service and Company as to its use of the Service). Company agrees that all websites, apps, and other digital properties with which Company uses the Service for itself or on behalf of its clients (a) will comply with all applicable laws and regulations, (b) will not be misleading, libelous, obscene, invasive of others' privacy, or hateful (racially or otherwise), (c) will not introduce viruses or other malware to the Service or AdTradr systems or end users, (d) will not infringe any third party's intellectual property or other rights, and (e) will not display pornographic or other content infringing the Terms and that is illegal under U.S. law. Company will not make any inventory available through the Service if the end users of such inventory cannot lawfully be tracked using a persistent identifier for purposes of receiving advertising targeted on the basis of such end user's online behavior. Company grants AdTradr permission to implement the Service and, to the extent required, access third party services utilized by Company in connection with this Agreement. Company will not use the Service in a manner that violates its agreements with third parties or could reasonably be expected to damage the Service or



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reflect unfavorably on the reputation of AdTradr or its clients. AdTradr reserves the right to stop accepting ad requests through the Service from any websites, apps or other digital properties.

**7.2.** Each party will maintain and abide by a legally sufficient privacy policy that is consistent with applicable laws.

**7.3.** Company will not knowingly or negligently allow any use of or access to the Services through any Site that is not in compliance with the terms of this Agreement.

## **8. SUSPENSION AND TERMINATION**

### **8.1. Suspension**

AdTradr may suspend Company's use of the Service immediately upon notice (email being sufficient) if AdTradr believes that Company has violated Section 7 of this Agreement or AdTradr receives complaints about Company.

### **8.2. Termination**

Either party may terminate this Agreement immediately upon notice (email being sufficient). In the event that AdTradr discovers that Company has violated Section 7 of this Agreement, then AdTradr may, in its sole discretion, terminate this Agreement with immediate effect, making payment only on legitimate earning of Company, as occurred through the date and time of termination and withholding any and all earnings obtained through violation of this Agreement.

## **9. DISCLAIMER**

NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED. THE SERVICE IS MADE AVAILABLE "AS IS" AND "AS AVAILABLE." INTER ALIA, ADTRADR DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA OR REPORTING WILL BE ACCURATE, RELIABLE OR FREE FROM LOSS; OR (D) THE SERVICE OR THE INFRASTRUCTURE THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

## **10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED HEREIN AND FOR THE OBLIGATION TO PAY FOR ANY MINIMUM FEES, GUARANTEES AND SERVICES ALREADY RENDERED, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED THE AMOUNT PAID TO COMPANY BY ADTRADR UNDER THIS AGREEMENT FOR THE THREE MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE. NOTWITHSTANDING ALL OF THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY UNDER SECTION 11 OR FOR BREACHES OF SECTIONS 3, 7 OR 12.



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## **11. MUTUAL INDEMNITY**

**11.1.** AdTradr shall indemnify, defend, and hold harmless Company and its directors, officers, employees and agents (and successors, heirs and assigns) (the “Company Parties”) against any liability, damage, loss or expense, including reasonable attorneys’ fees and costs, incurred by the Company Parties in connection with any third-party claim that AdTradr’s proprietary technology that provides the Service, in the form provided by AdTradr, infringes any US patent or other third party US intellectual property right.

**11.2.** Company shall indemnify, defend, and hold harmless AdTradr and its directors, officers, employees and agents, its and their respective successors, heirs and assigns, and other customers of the Service (e.g., advertisers, publishers, ad networks, ad agencies) (the “AdTradr Parties”) against any liability, damage, loss or expense, including reasonable attorneys’ fees and costs, incurred by the AdTradr Parties in connection with any third-party claim arising out of or relating to (a) any allegation that would constitute a breach of Sections 3 or 7 of this Agreement; (b) Company’s use of the Service (not including claims for which AdTradr is indemnifying Company); (c) any allegation that any website, app or other material provided by Company (including the websites, apps and other materials of Company’s clients) violates any applicable law or infringes any third party right, including but not limited to COPPA and intellectual property rights; or (d) the type or placement of advertisements on any website, app or other material provided by Company.

**11.3.** The indemnified party will provide the indemnitor with prompt notice of any claim (provided that the failure to promptly notify shall only relieve indemnitor of its obligation to the extent it can demonstrate material prejudice from such failure) and at the indemnitor’s expense, provide information and assistance reasonably necessary to defend such claim. The indemnitor will not enter into any settlement or compromise that would result in liability to the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed.

## **12. CONFIDENTIALITY**

“Confidential Information” means any information relating to or disclosed prior to or in the course of the Agreement, which is or should reasonably be understood to be confidential. The terms of this Agreement are the Confidential Information of each party (not to be disclosed by the other without the written consent of the other) and data regarding the performance of the Service and AdTradr systems is AdTradr Confidential Information. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care, and will use Confidential Information only for the purpose of fulfilling its obligations under this Agreement. The receiving party will promptly return or destroy the other party’s Confidential Information upon request of the other party. “Confidential Information” does not include information that (a) is or becomes part of the public domain through no fault of the receiving party; (b) was already in possession of the receiving party; or (c) was independently developed by the receiving party without violation of this Section. The receiving party may disclose Confidential Information if it is required to do so by law, so long as the receiving party provides the disclosing party with prompt notice and complies with any protective order imposed on such disclosure.

## **13. MISCELLANEOUS**

**13.1.** Neither party will make any public statement relating to the Agreement without the prior written approval of the other, except that AdTradr may include Company’s name and logo on its marketing and promotional materials and customer lists. In addition, AdTradr may include Company’s name and positive information metrics in case studies that AdTradr shares with its potential customers, provided that such information is covered by confidentiality obligations.

**13.2.** Notwithstanding any other provision of this Agreement, where AdTradr suspects wrongdoing or misuse of the Service by Company, AdTradr reserves the right to investigate Company’s use of the Service. If AdTradr believes wrongdoing or misuse of the Service has in fact occurred, AdTradr may disclose information produced by or related to such investigation to law enforcement, regulatory bodies, or third parties involved in or affected by the investigation.



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**13.3.** Except to the extent expressly stated otherwise in this agreement, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party, or to the other party's licensors.

**13.4.** This agreement does not create an agency, partnership, or joint venture between the parties.

**13.5.** This agreement does not confer any benefits on any third party unless it expressly states that it does.

**13.6.** This is the entire agreement of the parties relating to this subject matter, and supersedes all prior commitments, negotiations and understandings with respect to Company's participation in the Service. This Agreement cannot be amended except by a writing signed by both parties. This Agreement cannot be transferred or assigned without prior written consent of the non-assigning party; provided, however, that either party may assign this Agreement (a) to an acquirer of substantially all of that party's assets, stock or business by sale, merger or otherwise or (b) to a corporate affiliate, each upon prior written notice to the non-assigning party. If any provision of this Agreement is unenforceable, the validity of the remaining provisions will not be affected. Sections 9-13 of this Agreement will survive termination or expiration of this Agreement. Any claim arising out of or related to this Agreement must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding.

**13.7.** Notices must be in writing and will be deemed given when (a) delivered personally, or (b) sent by email, if to AdTradr to the following email address: [office@adtradr.com](mailto:office@adtradr.com), and if to Company to its specified representative at the email address provided herein, if the sending party can confirm that the email was apparently sent successfully according to its ordinary technical records and did not receive an error notice. Notwithstanding the foregoing, if the sending party receives an error notice because the receiving party has changed its email address without formally notifying the sending party, the email notice is deemed effective if the sending party is using the last email address provided by the other party for the express purpose of receiving notices. In that case, the sending party will attempt to reach the receiving party by phone.

**13.8.** This Agreement is governed by the laws of the state of Nevada and the United States of America.

**13.9.** The Specialty Courts of the Eighth Judicial District Court in Clark County, Las Vegas, Nevada, USA will have exclusive jurisdiction to determine any disputes between the parties hereto. The prevailing party is entitled to reasonable attorneys' fees and costs. The dispute will be kept confidential except as required by applicable law.

**13.10.** Multiple signature pages, signatures delivered via scanned-in PDF copy, and electronic signatures will all constitute originals and together will constitute one and the same instrument.

**13.11.** Neither party will be liable for failure or delay in performing its obligations because of causes beyond its reasonable control, including without limitation acts of terrorism, war, riots, fire, earthquake, flood or degradation or failure of third party networks or communications infrastructure.

**13.12.** Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.



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**Signed on \_\_/\_\_/\_\_\_\_:**

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AdTradr Corporation  
Authorized Signatory:

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Company:  
Printed name:  
Title: